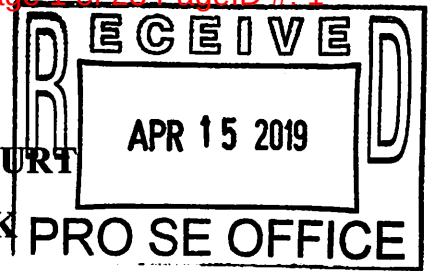


**ORIGINAL**

IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK  
COURT FILE NO.: CV - \_\_\_\_\_



Cheryle Williams, *a natural woman*;

Plaintiff,

v.

OCWEN LOAN SERVICING, LLC.;

Defendants.

**CV 19 - 2187**

**VERIFIED CLAIM**

**MAṬSUMOTO, J.**

**BLOOM, M.J.**

**JURY TRIAL DEMANDED**

The Plaintiff hereby files its verified claim for damages pursuant to Federal Rules of Civil Procedure §15, against the Defendants “OCWEN LOAN SERVICING, LLC;

### **INTRODUCTION**

This action is brought by the Plaintiff arises out of Defendants illegal and improper conduct while engaging in a debt collection activity defined in 15 U.S.C. §1692.

1. Plaintiff is a “Consumer” as defined in 15 U.S.C. §1692(a)(3).
2. Defendants are “Debt Collectors” as defined in 15 U.S.C. §1692(a)(6).

3. Defendants are attempting to collect on an alleged “Debt” as defined in 15 U.S.C. §1692(a)(5).
4. At all times relevant to this action defendant acquired whatever data it has in its possession from a third party and used such data in an abusive conduct and behavior towards the Consumer.
5. Plaintiff has exhausted all of its administrative remedies explicitly written in the FDCPA.
6. Plaintiff’s action before this court is to recover actual damages, cost, fees, and expenses incurred by plaintiff prior to and during the pendency of this action.
7. Plaintiff further seeks judgment from the court that the defendant cease any debt collection in compliance with plaintiffs injunctive relief 1692(c)(c ), and 1692(b)(a) .

### **JURISDICTION AND VENUE**

8. The US District Court EASTERN DISTRICT OF NEW YORK has jurisdiction pursuant to 15 U.S.C. §1692 *et. al.* Venue is proper as the defendants conduct business within the State of New York.

## **THE PARTIES**

9. Plaintiff “Cheryle Williams” (hereinafter “Plaintiff”) is now and at all times relevant to this action, resides in the State of New York. Plaintiff is a “Consumer” as that term is defined within 15 USC§1692(a)(3).
10. Defendant “OCWEN LOAN SERVICING, LLC (hereinafter “OCWEN”) is a non-bank servicer with a principal place of business at 1601 Worthington Road, Suite 100, West Palm Beach, FL 33409. Defendant “OCWEN” is a “Debt Collector” as defined by 15 USC§1692a(6).

## **SWORN FACTUAL CLAIMS**

11. Defendant alleges plaintiff executed a consumer transaction with Option One Mortgage Corporation February 7<sup>th</sup>, 2005.
12. Defendants thru an assignment to Deutsche Bank National Trust Company, as Trustee for Carrington Mortgage Loan Trust, Series 2005-OPT2, Asset Backed Pass-Through Certificates attempted to collect on the fraudulent debt after default. (See Exhibit “A”)
13. Defendants filed an action in the Commonwealth of Massachusetts Land Court. Deutsche Bank National Trust Company, as Trustee for Carrington Mortgage Loan Trust, Series 2005-OPT2, Asset Backed Pass-Through Certificates in an attempt to foreclose on Plaintiffs property located at 124 Skiff Avenue Unit G-11, Vineyard Haven, Massachusetts 02568.

14. On August 17, 2018, Plaintiff dispatched a Notice of Dispute pursuant to §1692g(1)(2). (see, "Exhibit B") and on February 6<sup>th</sup> 2019 (see, "Exhibit C"). The notices requires defendants OCWEN LOAN SERVICING, LLC" to validate the alleged debt, and obtain verification from the creditor. Consequently, the Plaintiff has received no such validation or verification of plaintiff's alleged debt.
15. Defendants "OCWEN LOAN SERVICING, LLC" have a duty and obligation to comply with the FDCPA and unto the Consumer for any disclosures required by the act. Defendant has not only failed to provide validation of their alleged debt, they have also provided conflicting information regarding the alleged debt they claim is owed.
16. The notice orders defendants to cease all collection activities upon failure to obtain validation and verification of the alleged debt.
17. The account for which they defendants are attempting to collect is a new account that they've created without the consent of the consumer. That they indeed created fraud in the factum by not revealing the origin of the credits being lent, nor revealing the full matrix of the origination of the funds being credited and the requirement for repayment. The defendants, who chose to ignore each of their requests for validation of the origination of the loan, and the matrix associated thereto-, the creditor when making the loan, violated Regulation Z of the Federal Truth in Lending Act- 15 USC §1601 and the Fair Debt Collections Practices Act 15 USC §1692; "intentionally created fraud in

the factum" and withheld from plaintiff... "vital information concerning said debt and all of the matrix involved in the making of the loan.

18. Even if defendant had a legitimate debt it would be in violation of 1692(e)(d)(j)(i).

19. Pursuant to 1692k plaintiff gave defendant the opportunity to settle the matter privately.

20. Defendant has tacitly agreed through there violative conduct and/or through silence.

21. Consumer/Plaintiff seeks the courts administrative powers to conduct a limited judicial review of plaintiffs' enforcement of its private right of action provided within the FDCPA.

22. Plaintiff seeks the courts ratification of its claims.

**DEMAND FOR RELIF OF VERIFIED CLAIMS**

**WHEREFORE**, the Consumer and Plaintiff request this Court to certify her claims for actual damages and all additional damages it deems appropriate.


**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff demands a trial by jury as to all issues so triable.

Dated: April 15, 2019

New York

Respectfully Submitted,

By,   
Cheryl Williams, Plaintiff  
297 Decatur St.  
Brooklyn, New York 11233  
917-754-0720  
cwdecatu@aol.com

**VERIFICATION OF CLAIM AND CERTIFICATION BY PLAINTIFF**

STATE OF New York )  
 ) ss  
COUNTY OF Kings )

Cheryle Williams, having first been duly sworn and upon oath, deposes and says as follows:

1. I am the Plaintiff in this civil proceeding.
2. I have read the above-entitled civil action and I believe that all of the facts and exhibits obtained from the defendant herein are true.
3. I believe these Claims are well grounded in facts and warranted by existing law or by a good faith argument for the extension, modification, or reversal of existing law.
4. I believe this civil Claim is not interposed for any improper purpose, such as to harass any Defendant(s), cause unnecessary delay to any Defendant(s), or create a needless increase in the cost of litigation to any Defendant(s), named...
5. I have filed this Claim for relief in good faith and solely for the purposes set forth in it.

I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge, information and belief.

By: Cheryle Williams  
Cheryle Williams, Plaintiff

**CERTIFICATE OF SERVICE**

I certify that a copy of this Verified Claim will be served upon defendant(s) parties listed below in compliance with FRCP Rule 4;

OCWEN LOAN SERVICING, LLC  
1601 Worthington Road, Suite 100  
West Palm Beach, FL 33409

By:   
Cheryle Williams, Plaintiff



**EXHIBIT A**

Bk: 01243 Pg: 114



2011 00002518  
Bk: 1243 Pg: 114 Doc: ASM  
Page: 1 of 2 04/13/2011 02:40 PM

## ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Sand Canyon Corporation f/k/a Option One Mortgage Corporation, which is organized and existing under the laws of United States of America

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, hereby grants, assigns and transfers to

Deutsche Bank National Trust Company, as Trustee for Carrington Mortgage Loan Trust, Series 2005-OPT2, Asset Backed Pass-Through Certificates, Series 2005-OPT2, c/o American Home Mortgage Servicing, Inc. located at 1525 South Beltline Road, Coppell, TX 75019

All of the right, title, and interest that Assignor has as current holder of the following Mortgage:

Mortgage Date: February 7, 2005  
Original Mortgagee: Option One Mortgage Corporation  
Original Mortgagors: Dolores Williams and Cheryle Williams  
Recorded: with the Dukes County Registry of Deeds  
Book: 1030 Page: 179  
Property Address: 124 Skiff Avenue, Unit G-11, Vineyard Haven, MA 02557;

IN WITNESS WHEREOF, Sand Canyon Corporation f/k/a Option One Mortgage Corporation has caused these presents to be signed by its duly authorized officer and its corporate seal to be hereunto affixed, this 3 day of December, 2010

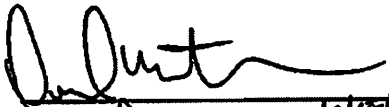
96.2813-Williams


C 96.0454

124 Skiff Avenue, Unit G-11, Vineyard Haven, MA 02557

IN THE PRESENCE OF:

Sand Canyon Corporation f/k/a  
Option One Mortgage Corporation

  
Witness: Deborah Mitchell

  
Name: Andrew Fuerstenberger  
Title: Vice President

STATE OF Florida  
County of Duval

On December 3, 2010 before me, LUBICA V. SIMON personally appeared  
Andrew Fuerstenberger personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
NOTARY PUBLIC SIGNATURE



NOTARY PUBLIC SEAL

Attest:  
 Register

**EXHIBIT B**

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**OFFICE OF THE EXECUTRIX  
CHERYLE-EUSE: WILLIAMS**

---

**August 17, 2018**

**Certified Mail: 7017 2400 0000 9551 5808**

**Ocwen Loan Servicing, LLC  
1661 Worthington Road, Suite 100  
West Palm Beach, Florida 33409**

***Notice of Default and Demand to Cease and Desist Collection Activities  
Prior to Proof of Claim of Purported Debt***

**Re: Loan Number 71423006575**

**Dear Loan Servicing;**

***As you have chosen not to respond to my request for valid proof of claim. The Executrix has become suspicious of your activities and the validity of the agreement. This constitutes timely written notice that the Executrix now disputes the entire amount of the alleged loan and declines to pay the purported debt which unless I hear from you,***

***I will discharge and cancel in it's entirety, without dishonor, on the grounds of breach of contract, false representation and fraud in the inducement.***

***Failure to answer my previous correspondence tells me that you acknowledge that the Borrower funded the alleged loan and the loan agreement was stolen and forged, thus ending any claim you have against her.***

***If you have evidence to validate that your claim does not constitute fraudulent misrepresentation and that the Borrower owes this alleged debt, this is a demand that, within seven (7) days, you provide such Proof of Claim and supporting evidence to substantiate your claim. Until your claim is validated, you have no authority to instigate any collection activities.***

***This is Actual Notice that absent the Proof of Claim within seven (7) days, you are prohibited from contacting the Borrower/ Executrix, at her home or at work. Each and every attempted contact, will constitute harassment and defamation of character and will subject your institution and any agents in his/her private capacities who take part in such harassment and defamation, to a liability for statutory damages of up to \$1000.00, and possibly a further liability for legal fees to be paid to any counsel which she may retain.***

***Absent such Proof of Claim you are prohibited from filing an order of notice.***

**AFFIDAVIT**

***The undersigned affiant, being duly sworn on oath, deposes and says:***

***That he/she, as an officer of Ocwen Loan Servicing having held said note, has the authority to execute this affidavit on behalf of the company and to bind the same to it's provisions.***

***The loan agreement had the following terms:***

***1. Option One Mortgage Corporation / Deutsche Bank National Trust Company as Trustee for Carrington Mortgage Loan Trust, Series 2005-OPT2, Asset Backed Pass-Through Certificates Series 2005-OPT2 follows GAAP (Generally Accepted Accounting Principles).***

***2. The intent of the loan agreement was that the party who funded the loan, per bookkeeping entries, is to be repaid the money loaned.***

***3. According to the bookkeeping entries, Option One Mortgage Corporation used their money as adequate consideration to purchase the promissory note of Dolores Williams.***

***4. The promissory note was not used as value to give value to a check or similar instrument or account.***

***5. I affirm that I understood the terms and conditions of the loan agreement***

***Signed under penalty of perjury.***

***Signature of Officer  
(full name)***

***Sworn to and subscribed before me this day of  
My commission expires***

*Verification requires confirmation of correctness, truth or authenticity by affidavit, oath or deposition.*

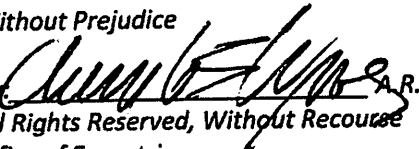
*In accounting, it is the process of substantiating entries in books of account (Blacks Law Dictionary, 6th Edition). This verification should include signing the enclosed Affidavit verifying the terms and conditions of the alleged loan and answers to questions provided.*

*You should be aware that sending unsubstantiated demands for payment through the United States Postal Service might constitute mail fraud under federal and state law. You may wish to consult with a competent legal advisor before your next communication with me.*

*Your failure to respond on-point within 7 days to satisfy this request will be construed as your absolute waiver of any and all claims against the Borrower, and your tacit agreement to compensate the Borrower for costs including any council he may seek.*

*For and on behalf of DOLORES WILLIAMS*

Without Prejudice

By  A.R.  
All Rights Reserved, Without Recourse  
Office of Executrix

**EXHIBIT C**



DUPLICATE

**COMMERCIAL AFFIDAVIT**

Cheryle Williams  
c/o non- Domestic  
297 Decatur Street  
Brooklyn, New York [near 11233]

Ocwen Loan Servicing, LLC  
Mr. Glen A. Messina, CEO  
1616 Worthington Road, Ste 100  
West Palm Beach, FL 33409

RE: Account No. 7142306575/Case No. 21431420

Dear Mr. Glen A. Messina

I am sending this letter in an attempt to clarify what heretofore was an unknown concern. Several recent foreclosure cases in the State of Ohio have brought to my attention certain irregularities and possible contractual issues, including without limitation, those covered in TITLE 15 CHAPTER 41 SUBCHAPTER V § 1692, A.R.S. 471-3101 through 3-4504, et al, concerning my alleged debt and/or obligation to you. This letter is my attempt to resolve these issues in a manner that is fair and equitable to all parties, yet privately.

**Be it known:** I do not want to be a party to a fraudulent and/or unlawful contract;

This offer is not a waiver of presentment. This is an offer of compromise and, as such, the offerer shall be protected under Federal Rules of Evidence Rule 408. Acceptance of this offer by Ocwen Loan Servicing, LLC, would require an agreement by both parties to the stipulation of A.R.S. § 47-3604 and must include of waiver of rights by Ocwen Loan Servicing, LLC, to appeal. I, Cheryle Williams, due hereby offer, in the interest of justice;

A) The opportunity for Ocwen Loan Servicing, LLC, to make me whole on all costs incurred by me, ab initio, from the date of inception of the original contract to the present, for what may be a fraudulent and unlawful transaction on the part of Ocwen Loan Servicing, LLC. In return, I, Cheryle Williams, would agree to relinquish all rights to the property in question. For clarity sake, I, Cheryle Williams, will agree to "walk away totally and completely" from the discussed property, if and only if, Ocwen Loan Servicing, LLC, reimburses me totally and completely for all of the cost of said property, including, without limitations, monthly payments, down payments, taxes, upgrades, etc. from the original date of the original purchase by me of the aforementioned property;

B) The opportunity for Ocwen Loan Servicing, LLC, to Discharge the contract, since the only fraudulent acts committed were by Ocwen Loan Servicing, LLC. Affirming such negotiation would require Ocwen Loan Servicing, LLC, to consider the said contract "paid in full" and immediately release any and all encumbrances on said property to me and deliver to me the deed post haste;

See: A.R.S. § 47-3604. Discharge by cancellation or renunciation

- A. A person entitled to enforce an instrument, with or without consideration, may discharge the obligation of a party to pay the instrument:
1. By an intentional voluntary act, such as surrender of the instrument to the party, destruction, mutilation or cancellation of the instrument, cancellation or striking out of the party's signature or the addition of words to the instrument indicating discharge; or
  2. By agreeing not to sue or otherwise renouncing rights against the party by a signed writing.

### **STATEMENT OF FACTS**

#### **D) Holder in due course:**

I bring to your attention a plethora of cases, 41 in the last month, and the original case 40 years previous, establishing the validity of my concerns:

##### **A) Cases:**

i) A US Federal Judge, C.A. Boyko in Federal District Court in Cleveland Ohio ruled to dismiss a claim by Deutsche Bank National Trust Company. DB's US subsidiary was seeking to take possession of 14 homes from Cleveland residents living in them, in order to claim the assets.

ii) UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION AT DAYTON IN RE FORECLOSURE CASES CASE NO. 3:07CV043  
To satisfy Article III's standing requirements, a plaintiff must show: (1) it has suffered an injury in fact that is concrete and particularized and actual or imminent, not conjectural or hypothetical; (2) the injury is fairly traceable to the challenged action of the defendant; and (3) it is likely, as opposed to merely speculative, that the injury will be redressed by a favorable decision. *Loren*, 2007 WL 2726704 at 7. To show standing, then, in a foreclosure action, the plaintiff must show that it is the holder of the note and the mortgage at the time the complaint was filed (\*1). The foreclosure plaintiff must also show, at the time the foreclosure action is filed, that the holder of the note and mortgage is harmed (\*2)....

(\*1) I do not believe Ocwen Loan Servicing, LLC, can show it is the holder of the note and the mortgage at the time the complaint was filed. I also believe Ocwen Loan Servicing, LLC may attempt to commit fraud upon the court in an attempt to persuade the court that Ocwen Loan Servicing, LLC, is the holder of the note.

(\*2) Ocwen Loan Servicing, LLC, was not and is not harmed by the lack of payment and/or canceling of said note. Ocwen Loan Servicing, LLC, did not risk any assets, money and/or the like and thusly was not be harmed. Ocwen Loan Servicing, LLC, will be nothing more than an accomplice to a RICO Act violation by asserting any contention that they will suffer any losses or be harmed in any way. Ocwen Loan Servicing, LLC, is simply currently cooperating with the FEDERAL RESERVE's plan as developed by J.P.Morgan;

“... Debts must be collected and loans and mortgages foreclosed as soon as possible. When, through a process of law, the common people have lost their homes, they will be more tractable and more easily governed by the strong arm of the law applied by the central power of leading financiers. People without homes will not quarrel with their leaders. This

'is well known among our principle men now engaged in forming an imperialism of capitalism to govern the world. By dividing the people we can get them to expend their energies in fighting over questions of no importance to us except as teachers of the common herd."

iii) First National Bank of Montgomery vs Jerome Daly, IN THE JUSTICE COURT STATE OF MINNESOTA COUNTY OF SCOTT TOWNSHIP OF CREDIT RIVER, JUSTICE MARTIN V. MAHONEY December 7, 1968;

B) Thusly, I do not believe that Ocwen Loan Servicing, LLC, is the Holder in Due Course of the actual note: Absent the original note, Ocwen Loan Servicing, LLC, cannot be the Holder in Due Course for said note. Accordingly, Ocwen Loan Servicing, LLC, cannot lawfully and/or legally foreclose on said property.

**Ocwen Loan Servicing, LLC, HAS NO FORECLOSURE RIGHTS  
ON SAID PROPERTY IN THE STATE OF MASSACHUSETTS.**

See: ARS 47-3302. Holder in due course

A. Subject to subsection C of this section and section 47-3106, subsection D, "holder in due course" means the holder of an instrument if:

1. The instrument when issued or negotiated to the holder does not bear such apparent evidence of forgery or alteration or is not otherwise so irregular or incomplete as to call into question its authenticity; and
2. The holder took the instrument:
  - (a) For value;
  - (b) In good faith;
  - (c) Without notice that the instrument is overdue or has been dishonored or that there is an uncured default with respect to payment of another instrument issued as part of the same series;
  - (d) Without notice that the instrument contains an unauthorized signature or has been altered;
  - (e) Without notice of any claim to the instrument described in section 47-3306; and
  - (f) Without notice that any party has a defense or claim in recoupment described in section 47-3305, subsection A.

B. Notice of discharge of a party, other than discharge in an insolvency proceeding, is not notice of a defense under subsection A of this section, but discharge is effective against a person who became a holder in due course with notice of the discharge. Public filing or recording of a document does not of itself constitute notice of a defense, claim in recoupment or claim to the instrument.

C. Except to the extent a transferor or predecessor in interest has rights as a holder in due course, a person does not acquire rights of a holder in due course of an instrument taken:

1. By legal process or by purchase in an execution, bankruptcy or creditor's sale or similar proceeding;
2. By purchase as part of a bulk transaction not in ordinary course of business of the transferor;
- or
3. As the successor in interest to an estate or other organization.

C) Thusly, I do not believe that the note Ocwen Loan Servicing, LLC, may or may not have is a valid negotiable instrument due to the requirement in Colorado that in order for a negotiable instrument held by a Holder in Due Course to be valid said note MUST be for a sum certain. Such requirement, by

definition, precludes any and all notes containing variable interest rate clauses. Even if a note is considered valid, and the Holder has the original note, said Holder shall only be considered in State a Holder for value and can NOT be a Holder in Due Course. Rights of the latter are sufficiently different from rights of the former, and by sustaining any different belief any licensed attorney misrepresenting the former as the latter, and/or vice versa, would be committing such act willfully.

D) Thusly, I do believe that through some series of secret and malicious transactions Ocwen Loan Servicing, LLC, has transferred the note, and thusly all rights to collect on said note. Absent the original note's presentation to the court, my belief would lead to a favorable conclusion by the court that would allow for a directed verdict and summary judgment in my favor.

## **II) Banks can not lend credit:**

Bank transactions require a legal object and purpose. In this instant matter, Ocwen Loan Servicing, LLC, may have committed the following illegal acts, fraudulent representation of facts, lending of credit instead of money (which is illegal in and of itself) and leads to fraudulent consideration. I cite for your review the following cases;

See: "In the federal courts, it is well established that a national bank has no power to lend its credit to another by becoming surety, endorser, or guarantor for him." Farmers and Miners Bank v. Bluefield Nat'l Bank, 11 F 2d 83, 271 U.S. 669.

See: "A national bank has no power to lend its credit to any person or corporation . . . Bowen v. Needles Nat. Bank, 94 F 925 36 CCA 553, certiorari denied in 20 S.Ct 1024, 176 US 682, 44 LED 637.

See: "The doctrine of ultra vires is a most powerful weapon to keep private corporations within their legitimate spheres and to punish them for violations of their corporate charters, and it probably is not invoked too often . . . Zinc Carbonate Co. v. First National Bank, 103 Wis 125, 79 NW 229. American Express Co. v. Citizens State Bank, 194 NW 430.

See: "A bank may not lend its credit to another even though such a transaction turns out to have been of benefit to the bank, and in support of this a list of cases might be cited, which-would look like a catalog of ships." [Emphasis added] Norton Grocery Co. v. Peoples Nat. Bank, 144 SE 505. 151 Va 195.

See: "Neither, as included in its powers not incidental to them, is it a part of a bank's business to lend its credit. If a bank could lend its credit as well as its money, it might, if it received compensation and was careful to put its name only to solid paper, make a great deal more than any lawful interest on its money would amount to. If not careful, the power would be the mother of panics, . . . Indeed, lending credit is the exact opposite of lending money, which is the real business of a bank, for while the latter creates a liability in favor of the bank, the former gives rise to a liability of the bank to another. Morse, Banks and Banking 5th Ed. Sec 65; Magee, Banks and Banking, 3rd Ed. Sec 248." American Express Co. v. Citizens State Bank, 194 NW 429.

See: "It is not within those statutory powers for a national bank, even though solvent, to lend its credit to another in any of the various ways in which that might be done." Federal Intermediate Credit Bank v. L'Harrison, 33 F 2d 841, 842 (1929).

See: "There is no doubt but what the law is that a national bank cannot lend its credit or become an accommodation endorser." National Bank of Commerce v. Atkinson, 55 E 471.

See: "A bank can lend its money, but not its credit." First Nat'l Bank of Tallapoosa v. Monroe. 135 Ga 614, 69 SE 1124, 32 LRA (NS) 550.

See: "... the bank is allowed to hold money upon personal security; but it must be money that it loans, not its credit." Seligman v. Charlottesville Nat. Bank, 3 Hughes 647, Fed Case No.12, 642, 1039.

See: "Any false representation of material facts made with knowledge of falsity and with intent that it shall be acted on by another in entering into contract, and which is so acted upon, constitutes 'fraud,' and entitles party deceived to avoid contract or recover damages." Barnsdall Refining Corn. v. Birnam Wood Oil Co.. 92 F 26 817.

See: "Any conduct capable of being turned into a statement of fact is representation. There is no distinction between misrepresentations effected by words and misrepresentations effected by other acts." Leonard v. Springer 197 Ill 532. 64 NE 301.

See: "If any part of the consideration for a promise be illegal, or if there are several considerations for an unseverable promise one of which is illegal, the promise, whether written or oral, is wholly void, as it is impossible to say what part or which one of the considerations induced the promise." Menominee River Co. v. Augustus Spies L & C Co., 147 Wis 559. 572; 132 NW 1122.

See: "The contract is void if it is only in part connected with the illegal transaction and the promise single or entire." Guardian Agency v. Guardian Mut. Savings Bank, 227 Wis 550, 279 NW 83.

See: "It is not necessary for rescission of a contract that the party making the misrepresentation should have known that it was false, but recovery is allowed even though misrepresentation is innocently made, because it would be unjust to allow one who made false representations, even innocently, to retain the fruits of a bargain induced by such representations." Whipp v. Iverson, 43 Wis 2d 166.

### **III) Laws of Contracts:**

If the documents fail to provide all of the necessary elements of a contract then the contract was never legally executed and is void ab initio and no debt is owed.

See law of contracts and Statute of Frauds;

A) Law of contracts; In common law, there are three key elements to the creation of a contract. These are offer and acceptance, consideration, and an intention to create legal relations. In civil law systems the concept of consideration is not central. In addition, for some contracts formalities must be complied with under what is sometimes called a statute of frauds.

B) Statute of Frauds; A type of state law, modeled after an old English law that requires certain types of contracts to be in writing. Every state has some type of statute of frauds; the law's purpose is to prevent the possibility of a nonexistent agreement between two parties being "proved" by perjury or



fraud. This objective is accomplished by prescribing that particular contracts not be enforced unless a written note or memorandum of agreement exists that is signed by the persons bound by the contract's terms or their authorized representatives. If one party can establish that the other party has failed to perform, the contract is legally unenforceable because it has not satisfied the requirement of the statute, then the first party cannot be liable for its breach.

**IV) Agreement to stop payments:**

Ocwen Loan Servicing, LLC, has 30 days to respond to me as to which offer they decide to choose. If Ocwen Loan Servicing, LLC, decides to not respond within 30 days, they are hereby agreeing to offer B) and will delivery to me the deed for the respective property and thusly agree to take no action against Me and will Discharge by cancellation, per A.R.S. § 47-3604, the respective mortgage. Absence of a response by Ocwen Loan Servicing, LLC, Ocwen Loan Servicing, LLC, agrees that their acquiescence stands as their agreement.

Moreover, Ocwen Loan Servicing, LLC, silence is also a fraud, pursuant to U.S. v. Tweel, 550 F.2d 297, 299 (5<sup>th</sup> Cir. 1977) (silence can only be equated with fraud where there is a legal or moral duty to speak, or where an inquiry left unanswered would be intentionally misleading). Notification of legal responsibility is "the first essential of due process of law." *Connally v. General Construction Co.*, 269 U.S. 385, 391.

**NOTICES:**

Notice for the agent is notice for the principal;  
Notice for the principal is notice for the agent.

This letter shall be considered lawful notice that Ocwen Loan Servicing, LLC, has been lawfully informed that presenting a copy of a note is fraud upon the court. In law, especially in court, only the actual "wet inked" signature note can be admitted into evidence. If Ocwen Loan Servicing, LLC attempts to enter into evidence a copy of said note this letter shall be used as prima facie evidence Ocwen Loan Servicing, LLC, and/or its representatives and/or attorneys are purposely, with malice aforethought, attempting to perpetrate a fraud against Me and the court. Ocwen Loan Servicing, LLC, and/or its representatives and/or attorneys shall be held liable, criminally and/or civilly, for such action. A copy of my signature is not my signature.

I hereby invoke all of the protection guaranteed me under all Titles, Codes, Statutes and/or laws , the New York Constitution and the Constitution for these united States.

**WARNING FOR BENEFIT OF ALL PARTIES**

**DO NOT ATTEMPT TO OFFER INTO EVIDENCE A COPY OF THE NOTE;  
A HOLDER IN DUE COURSE MUST SUPPLY THE ORIGINAL NOTE;  
ABSENT THE ORIGINAL NOTE ANY PARTY CLAIMING TO BE THE  
HOLDER IN DUE COURSE IS PURPOSELY, WITH MALICE  
AFORETHOUGHT, COMMITTING FRAUD UPON THE COURT AS  
EVIDENCED BY THIS NOTICE.**

I, Cheryle Williams, hereby and herein reserve the right, and am the only party with said right, to amend and or make amendments to this document as necessary, in order that the truth may be ascertained and its proceeding justly determined.

The Undersigned, I, Cheryle Williams, do herewith declare, state and say that I, Cheryle Williams, issue this with sincere intent in truth, that I, Cheryle Williams, the undersigned am competent by stating the matters set forth herein, that the contents are true, correct, complete, and certain, admissible as evidence, reasonable, not misleading, and by My best knowledge, by Me, the undersigned.



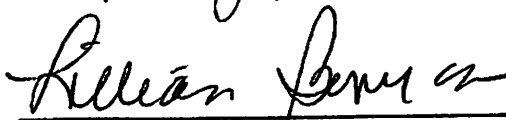
New York State Republic )

) ss.

JURAT

Kings County )

On the 6 day of FEB, 2019, Cheryle Williams, personally appeared before me and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed hereto and acknowledged to me that he executed the same under asseveration, and accepts the facts thereof. Subscribed and affirmed before me this day. Witness my hand and seal this 6 day of February 2019.

  
Notary Signature

My Commission expires on the 4 day of February, 2023.

